



THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

October 6, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 3 TO VALLEY TUMOR MEDICAL GROUP AGREEMENT NO. H-210778 FOR RADIATION THERAPY SERVICES

(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-210778, substantially similar to Exhibit I, with Valley Tumor Medical Group (Valley Tumor) to expand the diagnostic and therapeutic services to cancer patients referred by Olive View-UCLA Medical Center (OVMC) and to add Current Procedural Terminology codes, effective date of Board approval through March 31, 2007, with no change to the term and an increase of \$92,000, for a total maximum obligation of \$803,000 in net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The Department of Health Services (DHS or Department) is recommending this action to improve accessibility to diagnostic and therapeutic services to OVMC cancer patients who reside in the Greater Lancaster area. Currently the Agreement with Valley Tumor provides these radiation services only to patients referred by High Desert Health System (HDHS).

FISCAL IMPACT/FINANCING:

On March 16, 2004, the Board approved Amendment No. 2 to the Agreement with Valley Tumor in the amount of \$711,000, in net County cost for a three-year term of April 1, 2004 through March 31,

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich Fifth District The Honorable Board of Supervisors October 6, 2005 Page 2

2007, for HDHS. Net County cost will be increased by \$92,000, for a total maximum obligation of \$803,000, through March 31, 2007. Contractor is reimbursed by CPT code on a fee-for-service basis

Funding is included in the Fiscal Year 2005-06 Final Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1982, HDHS and OVMC have acquired diagnostic and therapeutic services through Agreements with providers in the Antelope Valley area. On April 22, 1986 and March 11, 1997, the Board approved the initial Agreement and a renewal Agreement, respectively, with Valley Tumor (erroneously referred to in previous agreements as Valley Tumor Radiation) for radiation services. On March 30, 1999, the Board approved a renewal Agreement with Valley Tumor for the period April 1, 1999 through March 30, 2001. Subsequently, the Board approved amendments extending the Agreement through March 31, 2007.

Agreement No. H-210778 with Valley Tumor currently provides services for HDHS only. OVMC currently contracts with two other providers in the San Fernando Valley, however, there is a need for these services for OVMC cancer patients who reside in the Greater Lancaster area.

Amendment No. 3 with Valley Tumor will become effective on the date of Board approval, will provide for additional referral services for diagnostic and therapeutic services for OVMC cancer patients and increase the number of CPT codes used for treatment for both HDHS and OVMC patients. The new CPT codes to be included in this Amendment are used for Intensity Modulated Radiation Therapy (IMRT), a treatment modality for certain cancers. All orders referred for IMRT require the review and approval of the facility Medical Director. The Agreement will continue to cover both routine and emergency diagnostic and therapeutic services, including ultrasound, nuclear cardiology and mammography studies. Contractor will bill the County for rendered services on a monthly basis at the same rates as in the original Agreement. The Amendment also includes the latest standard provisions.

The Department has determined that the Agreement is not a Proposition A agreement and, therefore, the provision of the County's Living Wage Ordinance Program does not apply.

The Amendment (Exhibit I) has been approved as to form by County Counsel.

CONTRACTING PROCESS:

Valley Tumor is the only provider in the Greater Lancaster area that provides radiation therapy for cancer patients.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Expansion of these services will improve accessibility for OVMC patients who reside in the Antelope Valley.

The Honorable Board of Supervisors October 6, 2005 Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

TLG:po

Attachments (2)

c: Chief Administrative Officer County Counsel Executive Officer, Board of Supervisors

BLETCD3949.PO

SUMMARY OF AGREEMENT

1. Type of Service:

Radiation Therapy Services

2. Agency Address and Contact Person:

Valley Tumor Medical Group 44105 N. 15th Street West, Suite 207 Lancaster, California 93534 Attn: Darla Manley

Telephone: (661) 949-3712

3. Term:

The term of Agreement No. H-210778 Amendment No. 3 is effective date of Board approval through March 31, 2007.

4. <u>Financial Information</u>:

On March 16, 2004, the Board approved an amendment with Valley Tumor in the amount of \$711,000, in net County cost for a three year term of April 1, 2004 through March 31, 2007, for High Desert Health System. Net County cost will be increased by \$92,000, for a total maximum obligation of \$803,000, through March 31, 2007.

5. Approvals:

Olive View-UCLA Medical Center: Melinda J. Anderson, Chief Executive Officer

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Christina Salseda, Deputy County Counsel

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EXHIBIT I

Contract No. H-210778-3

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is n	ade and entered into this day of, 200)5
by and between	COUNTY OF LOS ANGELES (hereafter "County"),	
and	VALLEY TUMOR MEDICAL GROUP, A MEDICAL CORPORATION, formerly known as Valley Tumor Radiation (hereafter "Contractor").	

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT" dated March 30, 1999, and further identified as County Agreement No. H-210778 and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the Medical Center shall retain professional and administrative responsibility for the services provided under this Agreement; and

WHEREAS, it is the intent of the parties hereto to amend said Agreement to add Olive View-UCLA Medical Center as another referral facility, increase the maximum obligation, and make other hereafter described changes; and

WHEREAS, Contractor was erroneously referred to as "Valley Tumor Radiation" and shall now be known as "Valley Tumor Medical Group, a Medical Corporation".

7. Additional Provisions, Paragraph 24, <u>CONTRACTOR'S WARRANTY OF</u>

<u>ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>, shall be amended in its entirety to read as follows:

"24. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b)."

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, it accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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EXHIBIT A-1

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED:

A. Contractor shall provide, during the term of this Agreement, the diagnostic and therapeutic services (hereafter "Services") listed in Attachments 1 (of Agreement) and 2 (attached) to Exhibit B-1 to patients referred by High Desert Health System (HDHS), and Olive View-UCLA Medical Center (OVMC), (collectively referred to as DHS facility), unless the delivery of such Services is made impossible due to strikes, force majeure, or other similar causes beyond the control of Contractor.

It is understood and agreed that the Services provided pursuant to this Agreement shall be performed under the supervision of physicians duly licensed to practice medicine in the State of California, and the agreement by Contractor to see that such Services are furnished is not to be construed as Contractor entering into the practice of medicine.

B. All Services must be pre-authorized in advance by DHS facility. Proof of such authorization shall be evidenced by a form (hereafter "Authorization Form") issued to the patient by DHS facility. Said Authorization Form need not be the original, but may instead be a photocopy or facsimile, and need not be carried by the patient, if it has been transmitted to the Contractor's facility prior to the patient's arrival for diagnosis, or treatment, or both. If the patient has no Authorization Form, then Contractor shall telephone DHS facility and request a facsimile transmission of the signed "Authorization Form" prior to rendering any treatment.

Invoices without written proof of authorization will not be processed or paid.

- C. DHS facility shall make special arrangements with Contractor to provide Services for patients who require isolation procedures.
- D. Written reports of test results must be on test forms which conform to DHS facility's policy and which can be entered directly into DHS facility's individual medical charts. Each report must contain

review of patient medical records by Contractor's appropriately designated medical staff committee(s).

- B. Contractor's facility and services shall be in conformance with the standards of JCAHO and with all applicable Federal and State statutes, regulations and related requirements, as amended from time to time, which are applicable to Contractor's provision of services under this Agreement.
- C. County has established a Quality Assessment and Improvement Committee composed of County employees appointed by Director to review the Services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established for its Services and to permit review by County's Quality Assessment and Improvement Committee representatives of Contractor's patient charts and patient records for County-referred patients. Such review shall not extend to records of medical staff committees.
- D. Contractor shall establish and maintain a written Quality Assessment and Improvement Program that describes the program's objectives, organization and mechanisms for overseeing the effectiveness of monitoring, evaluation and problem-solving activities. Contractor shall provide a copy of such plan to DHS facility within thirty (30) days of the effective date of this Agreement. Such plan shall be reviewed by DHS facility's Quality Assurance and Improvement Committee to ensure compliance with applicable JCAHO standards.

Contractor shall maintain records of peer review plans, audit results, problems identified, and corrective actions for a period of seven (7) years from the date such records were prepared, and shall have them available upon request for review by County's Quality Assessment and Improvement Committee.

3. <u>INFECTION CONTROL</u>:

If Contractor's employee(s) is (are) diagnosed with having an infectious disease, and such employee(s) has (have) had contact with a County-referred patient during the usual incubation period for such infectious disease, Contractor shall report such occurrence(s) to DHS facility's Employee Health

working days of the incident.

C. Contractor shall prepare a separate invoice covering all costs incurred by Contractor in

providing such extraordinary care. Such invoice, however, will not be processed or paid unless the above

procedures have been followed completely.

po: 9/05

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EXHIBIT B-1

<u>DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT</u>

BILLING AND PAYMENT

The referring DHS facility shall reimburse Contractor for Services rendered pursuant to this Agreement in accordance with the following procedures:

- A. DHS facility shall provide Contractor with general billing guidelines for all Services provided to all County-Referred Patients. Unless otherwise specifically instructed in writing on the patient's Authorization Form, said billing guidelines shall apply to all Services provided under this Agreement.
- B. For all County-Referred Patients (as defined in Paragraph 2 in the body of this Agreement), DHS facility shall identify and determine the financial status of the patient, if possible, prior to the patient's referral to Contractor for Services (i.e., DHS facility will determine if the patient has existing Medi-Cal, Medicare or private medical insurance coverage).
- C. DHS facility shall provide Contractor with specific, written billing instructions for each County-Referred patient. Such instructions shall be on the Authorization Form provided by DHS facility for each patient.
- D. For Third-Party Covered Patients (as defined in Paragraph 2 in the body of this Agreement), Contractor shall bill the appropriate Third-Party payer for Services rendered and accept such Third-Party payer payment as payment in full.
- E. For all County-Responsible Patients (as defined in Paragraph 2 in the body of this Agreement), Contractor shall bill DHS facility at the rates, not to exceed the rates, set forth in Attachments 1 and 2 to this Exhibit. Such rates shall be inclusive of all technical and professional (physician interpretation) charges and there shall be no separate billings to DHS facility for any services or costs, professional (physician), or otherwise hereunder.

Contractor further agrees that Contractor, its agents, trustees or assignees will look solely to County for payment for Services provided to County-Responsible Patients and not to the patient

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		61.45	90.66	120.54	7.69	20.21	30.44	49.73	80.22	57.39	95.53	133.12	28.58	47.17	67.03	29.10	59.48	79.11	117.25	155.48	30.75	61.50	83.68	120.66	165.88	19.26	38.50	56.79	
		83.57	117.88	149.45	18.92	33.14	46.09	71.85	103.70	57,39	95.53	133.12	28.58	47.17	67.03	43.73	79.55	104.97	148.21	191.21	30.75	61.50	83.68	120.66	165.88	19.26	38.50	56.79	
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